



PROPOSAL REQUEST

Solicitation # 10001

Commercial Property Assessed Clean Energy (PACE) Program Manager

June 30, 2015

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

Your proposal must be submitted in Adobe Acrobat (PDF) electronic format via email to david.crow@montgomerycountymd.gov no later than 3:00 PM on July 24, 2015. The proposals must be clearly marked with the solicitation number, due date, and due time; and should be comprised of only one electronic document in PDF format.

The County will not accept fax proposals. All faxed proposals will be returned.

A webinar outlining program requirement will occur on July 16th, 2015 from 12:00pm ET at the following link:
<https://pfmgroup.webex.com/pfmgroup/k2/j.php?MTID=t72b04be0a71a87c12d5f0c662ab6e6c3>

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact David Crow at (240) 777-8859.

Notice to Offerors

The Contract resulting from this solicitation may be subject to the County's Wage Requirements law, and may be subject to the Minority-Owned Business requirements.

Joseph F. Beach, Director
Department of Finance

TABLE OF CONTENTS

Acknowledgment	4
Name and Signature Requirements for Proposals and Contracts	
Acknowledgment of Solicitation Amendments	
Section A <u>Instructions, Conditions and Notices</u>	5
Acceptance Time	
Acknowledgment	
Contract Documents	
Determination of Responsibility	
Late Proposals	
Proposal Withdrawal/Modification	
Proprietary & Confidential Information	
Qualification of Offerors	
Questions	
Solicitation Preparation Expenses	
Verbal Explanations	
Section B <u>General Conditions of Contract Between County and Contractor</u>	7
Accounting System and Audit, Accurate Information	
Americans with Disabilities Act	
Applicable Laws	
Assignments and Subcontracts	
Changes	
Contract Administration	
Cost & Pricing Data	
Disputes	
Documents, Materials and Data	
Duration of Obligation	
Entire Agreement	
Ethics Requirements/Political Contributions	
Guarantee	
Health Insurance Portability and Accountability Act (HIPAA) Compliance	
Immigration Reform and Control Act	
Inconsistent Provisions	
Indemnification	
Independent Contractor	
Inspections	
Insurance	
Intellectual Property Approval and Indemnification - Infringement	
Non-Conviction of Bribery	
Non-Discrimination in Employment	
Personal Property	
Termination for Default	
Termination for Convenience	
Time	
Work Under the Contract	
Workplace Safety	

Section C	<u>Scope of Services</u>	13
	Background	
	Intent	
	Scope of Services	
Section D	<u>Performance Period</u>	19
	Term	
Section E	<u>Method of Award/Evaluation Criteria</u>	19
	Procedures	
	Evaluation Criteria	
Section F	<u>Submissions</u>	20
	Proposal Submissions	
	Proposal Responses	
	Award Submissions	
Section G	<u>Contract Administrator</u>	22
	Authority	
	Using Department	
Section H	<u>Special Terms and Conditions</u>	22
Section I	<u>Ethics</u>	23

ATTACHMENTS

A. References	A
B. Mandatory Insurance Requirements	B

Solicitation #10001
Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SOLICITATION #10001
SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

SOLICITATION #10001
SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of Finance, will be considered as being binding on the County.

SOLICITATION #10001

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final transaction under contract. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of Finance. Unless performance is separately and expressly waived in writing by the Director, Department of Finance, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of Finance. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of Finance, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of Finance, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of Finance, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of Finance, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of Finance;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of Finance, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s).

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of Finance, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of Finance, for the purpose of dispute resolution. The Department Head or his/her designee must forward to the Director, Department of Finance, a copy of any written resolution of a

SOLICITATION #10001

dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of Finance or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of Finance, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of Finance, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapter 19A, Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

15. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

SOLICITATION #10001

17. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

18. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

19. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

20. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of Finance, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of Finance, may waive the requirements of this section, in whole or in part.

(Remainder of Page Intentionally Left Blank)

SOLICITATION #10001

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #20 Under the General Conditions of Contract
Between County and Contractor)

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment
<u>Certificate Holder</u>				
Montgomery County Maryland (Contract #)				
Office of Procurement				
Rockville Center				
255 Rockville Pike, Suite 180				
Rockville, Maryland 20850-4166				

*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

SOLICITATION #10001

TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #20 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

(Remainder of Page Intentionally Left Blank)

SOLICITATION #10001

21. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

22. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

23. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

24. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

25. TERMINATION FOR DEFAULT

The Director, Department of Finance, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of Finance, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of Finance, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

26. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

27. TIME

Time is of the essence.

28. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

29. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

(Remainder of Page Intentionally Left Blank)

SECTION C - SCOPE OF SERVICES:

1. Background

Montgomery County, Maryland (the County), requires a Contractor to provide Commercial Property Assessed Clean Energy (PACE) Program Manager services for the Department of Finance (FIN), Division of Fiscal Management.

Montgomery County, Maryland (“the County”) has authorized the establishment of a Commercial Property Assessed Clean Energy Program (“PACE”) to provide financing for eligible improvements to qualified property owners in the County. The PACE authorization provides Montgomery County with the duty of PACE surcharge collection via the property tax bill. A surcharge is the annual PACE loan repayment, including principal, interest, and related charges, which funds an improvement and is collected through the real property tax billing process. Surcharges will be placed on individual properties based on their voluntary participation through the borrowing of funds to make eligible energy improvements to their property. Montgomery County Bill 6-15¹ (“the Bill”) is the local adoption of legislation to implement a program, as authorized by Subtitle 11 of the Local Government Article of the Maryland Code Section 1-1104². PACE financing is available to eligible commercial, industrial, manufacturing, agricultural, multifamily (>4 units) and institutional property owners for eligible energy improvements that are permanently affixed to their privately-owned existing structures.

Montgomery County’s implementation of the PACE Program intends to utilize third party administrative (Program Manager) and financing (County Designated Lender) services. This Solicitation will serve to assist with the selection of the party(ies) that will provide necessary services to develop, launch, and operate the Commercial PACE Program in Montgomery County. The County reserves the right to select providers for the desired roles and responsibilities at their sole discretion from Solicitation respondents, existing government agency providers, or not at all.

The County is sponsoring the program to facilitate and finance qualified energy efficiency improvement projects and renewable energy system projects for organizations, institutions and businesses within their jurisdiction. Montgomery County is located directly north of Washington, D.C. and shares the economic benefits of being the headquarters for federal government services providers and a variety of large companies. The County population is approximately 1,016,677, contained in a land area of 496 square miles.

The County believes that the roles of Program Manager (“PM”) and County Designated Lender (“CDL”) will facilitate project installations, which will also enhance local economic development, by providing a consistently delivered financing product. Engagement of local business groups and energy contractors will be a key component to the success of the Program and respondents should discuss their experience and capacity with market development for delivery of energy-related improvements and financing products. The Program Manager will be expected to provide all administrative, marketing, operational, and management services necessary to operate a robust program. The County Designated Lender will be the committed source of Program funding. The County believes that having a committed lender will support the consistent deployment of capital by removing the barrier to property owners of having to identify, document and seek approval of individual funding sources. The Program will allow Private

¹ See Bill No. 6-15. <http://www.montgomerycountymd.gov/bonds/commercialpace.html>

² See Maryland Code Section 1-1104.

<http://mgaleg.maryland.gov/webmga/frmMain.aspx?id=SB186&stab=01&pid=billpage&tab=subject3&sys=2014rs>

SOLICITATION #10001

Lender funding for property owners that would like to use the PACE surcharge mechanism with a funding source of their direct selection, provided that they agree to alignment with Program criteria and payment of all documentation costs and County fees, including PM fees for the establishment of the account for ongoing billing and payment disbursement. Thus, the Program Manager will need to be willing and able to offer administrative services to multiple lenders over the course of their engagement.

Bill 6-15 provides eligibility information for all parties to the contemplated transactions. Property owners must meet specific eligibility criteria including qualification of the property, express written consent of any existing mortgage or deed of trust holder, and a positive equity position in the property³. Projects are also identified in the Bill as being “improvements that are for any equipment, device or material that is intended to decrease energy consumption or expand use of renewable energy sources.”⁴ Additionally, permitting, inspections and other fees associated with the improvements are eligible for funding. The Bill also provides a brief introduction to the expected responsibilities of the Program Manager and Third Party Lender (TPL) (either County Designated or Private Lender). While not explicitly identified in the Bill, the Program Manager will be expected to maintain a listing of contractors who have registered with the Program. The PM will be responsible for confirmation of licensing represented in their registration.

The County will NOT be issuing bonds secured by the underlying property owner agreements. The surcharge may be imposed under a written agreement between the TPL and the County. The loan document between the TPL and the property owner must include the agreement by the property owner to make PACE surcharge payments for collection and disbursement by the County in coordination with the Program Manager. The County will participate in the review of documentation evidencing the loans and surcharge obligations; however, it is expected that the TPL will undertake all documentation drafting as a responsibility of their engagement. Similarly, the PM will be responsible for drafting all documentation relevant to their obligations for Program administration.

The County must collect the amount financed through a surcharge on the property owner’s real property tax bill and forward payments received by the County to the County designated Program Manager no later than 30 days after the payment due dates for real property taxes. Payment due dates for semi-annual real property taxes are September 30 for the first installment and December 31 for the second installment, and for annual real property taxes the payment due date is September 30. If the property owner sells the qualified property, the buyer must continue to pay the surcharge levied on the annual property tax bill. The surcharge and any accrued interest or penalty constitutes a first lien on the real property to which the surcharge applies until paid. An unpaid surcharge will be, until paid, a lien on the qualified property on which it is imposed from the date it becomes payable. The surcharge will accrue interest and penalty and will be treated and collected like all other County property taxes. Any delinquency will be collected through the County Tax Sale process. The provisions of Title 14, Subtitle 8 of the Tax-Property Article of the Maryland Code that apply to a tax lien will also apply to the lien created under this law. Any delinquent surcharge collected through the County Tax Sale process must be forwarded to the County designated Program Manager no later than 30 days after the payment was received.⁵

Only new projects that have been completed are eligible for funding secured by the surcharge. In order to permanently fund these completed projects, the County is seeking participation by a CDL to assist with final structuring and offering of PACE loans secured by the surcharge as described above. In addition to the selection of a Program Manager through this Solicitation, the County is seeking a County Designated

³ See Bill 6-15 for full eligibility requirements.

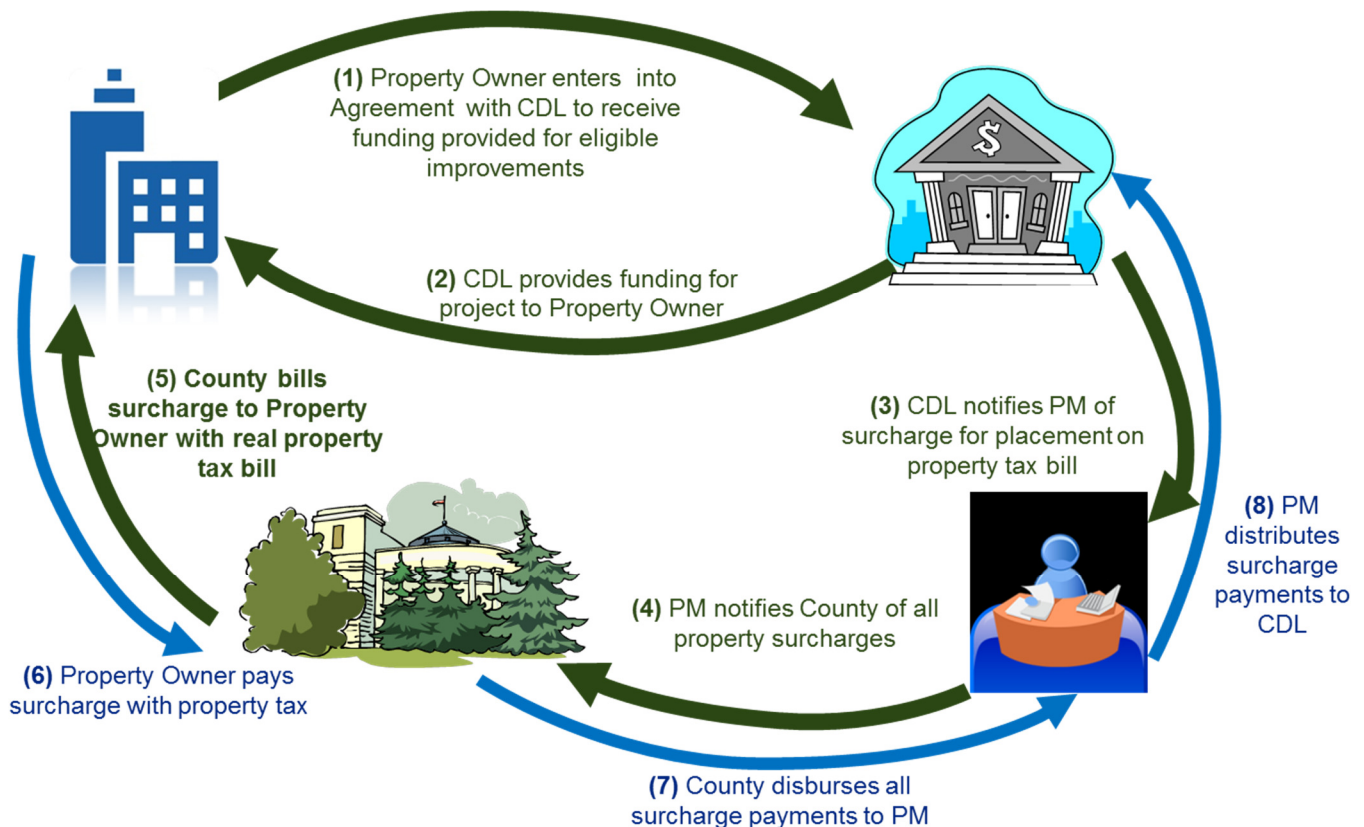
⁴ See Bill 6-15 for listing of eligible improvements.

⁵ Bill No. 6-15, 18A-36. Payment of surcharge; lien.

Lender in a simultaneous Solicitation (#10002). The County Designated Lender is being asked to provide a minimum funding commitment of \$50 million through calendar year 2017. ***Bidders that have an interest in providing both PM and CDL services should respond to each Solicitation, respectively.***

The selected PM and CDL will be expected to play a role in the preparatory stages of the financing. These activities will include documentation of obligations, establishment of the origination platform and deployment of education and outreach efforts to develop projects. County funds will not be used to reimburse the PM or CDL for costs incurred during Program operations, including initial development and launch. The respondent's proposed fee arrangement should be adequate to recover all costs through operations.

The following provides a high level representation of the preliminary cash flow schematic:



2. Intent

The County requires a Contractor to provide Program Manager Services for the Department of Finance ("FIN"). Program Manager Services are intended to provide all commercial PACE program administrative services as described in the Scope of Services.

The County intends to award one Contract for Program Manager Services as a result of this Solicitation.

The Montgomery County PACE Program is supported by FIN and the Department of Environmental Protection (DEP). This PACE Program will be the exclusive engagement of the Contract resulting from this Solicitation. The Contract will be managed by and report to FIN. The Contractor is not to perform any work under the Contract for any other County agencies except as directed by FIN.

SOLICITATION #10001

Since 2008, over 30 states and the District of Columbia have authorized Property Assessed Clean Energy (PACE) under state law, and state and local governments initially allocated over \$150 million in federal grant funds to help launch programs. However, directives from the Federal Housing Finance Agency (FHFA), and the agencies that they regulate, Federal National Mortgage Association and Federal Home Loan Mortgage Corporation (Fannie Mae and Freddie Mac, respectively) in mid-2010 slowed the development of many residential PACE programs. Commercial PACE programs were not affected by these actions and are moving forward in a number of jurisdictions around the country. This Solicitation has been developed to assist Montgomery County, MD in its determination of appropriate steps for implementation of a Commercial PACE program.

PACE allows an eligible property owner to finance a range of energy efficiency or renewable energy improvements and allows the County to collect payments by the property owner to repay loans and costs over time via a PACE surcharge on the County property tax bill.

PACE has been widely promoted as offering the following benefits depending on the program design:

- Local job creation
- Removes barrier of large upfront cash outlay by property owner
- Allows repayment over a longer period of time, commensurate with savings and useful life
- Repayment obligation stays with the property upon sale
- Reduced utility bills offset PACE surcharge
- Improved properties have documented history of increased value
- Available for commercial, industrial, and multi-family projects
- Sponsoring agency can facilitate program with little or no direct debt obligation

Another advantage of commercial PACE is that it addresses the "split incentive" problem that exists in some commercial leases. The split incentive arises when a building owner pays for energy efficiency improvements, but it is the tenants that reap the benefits of those improvements through reduced energy costs. Under most leases, property taxes and other surcharges on the property tax bill are passed through to the tenants, therefore the PACE surcharge that repays the cost of improvements financed by a PACE loan can be passed through to tenants as well.

Similar to other programs that provide financing or incentives for building energy performance improvements, PACE enables a range of job creation, economic development, increased building valuation, and environmental benefits.

Please see the following links for State and local legislation allowing the creation of the County's commercial PACE program:

State Bill 186:

See footnote 2 on page 13 for link to Bill:

Local Bill 06-15:

<http://www.montgomerycountymd.gov/bonds/commercialpace.html>

3. Scope of Services/Specifications/Work Statement

The Program Manager will be responsible for all program administration tasks. The PM will provide all services related to accepting, processing and approving applications through closing funding for eligible projects. This includes providing and maintaining a Program website and development of an application processing system. The PM will also be responsible for marketing, customer service, and contractor registration. This includes coordinating outreach and education activities with County departments such as DEP and other community partners. Additionally, the PM will work with the County to complete recordation of the loan obligation on the property. The PM will be expected to annually report surcharge amounts to the County. Upon County receipt of surcharge payments, the PM shall accept payments, reconcile against amounts due, disburse funds to lender(s) and provide any services related to delinquency notifications on the obligation.

The PM will be expected, but not required, to support an “open market” structure; thus, in addition to the County Designated Lender, additional funding parties may fund projects and require administration by the PM. To the extent that the bidder is only able/willing to support a single lender/investor, this should be clearly identified in the proposal response.

Following is a preliminary Scope of Services that should be used in the drafting of PM proposals:

Scope of Services

- **Program Administration** – The Program Manager will be in charge of drafting the Program Handbook that will document all Program processes, procedures, and requirements along with roles and responsibilities of team members. All Program administrative duties will reside with the PM and may be assigned to subcontractors, if documented and approved by FIN, with the final obligation for delivery resting on the PM. PM participation in the development, launch and successful Program operations shall include attendance at meetings to discuss the proposed approach, responsibilities, and timeline for the Program.
- **Application Processing-** In collaboration with the CDL for setting up the procedure for approval of applications, the PM shall be responsible for retaining records for each application, confirmation of eligibility requirements data, lender consent, approval and subsequent processing. Individual property and project underwriting is expected to be a function performed by the CDL, however, the PM may provide these services upon agreement by CDL and County. Upon final approval of application, the PM shall work with County financial advisor and CDL to document calculated surcharge obligation and provide a repayment schedule for each Assessor’s Parcel.
- **Procedures** – In collaboration with the CDL and County, prepare a standardized sequence of events and responsibilities related to each loan, including, but not limited to: application, approvals, lender consent, permitting, completion, and funds release.
- **Monitor and Coordinate Program Administration** - Monitor and coordinate all components of the Program related to the development and ongoing management of the Program administration.

SOLICITATION #10001

- **Data Management** – Maintain database of all Program loans, terms, surcharge amounts, lenders and status. The PM must perform periodic backup of County Data that can be recovered at the request of the County at any point in time as needed to restore data that was either lost or damaged in an agreed upon format. A brief discussion of such capacity should be included in the response to this solicitation.
- **Annual Surcharge Submission** - Prepare and submit updated parcel repayment amounts for inclusion as surcharge on the real property tax bill. Data items will include Assessor Parcel Number and annual surcharge amount. All data will be submitted in format approved by the County.
- **Receipt and Disbursement of Payments** – Receive payments of surcharge from the County, reconcile with amounts due, and disburse payments to lender(s).
- **Continuity of Service** – In the event of PM termination or end of the contract term, the PM must provide to the County, or to a successor PM, the County's data and other proprietary information reasonably requested by the County in order to effect the orderly transition of the County from the applicable PM, in whole or in part, to an alternate PM. The obligation of the PM to provide the termination services will survive the termination or expiration of this agreement for whatever reason. Termination services must include developing a plan for the orderly transition to the County or successor PM the extracted Program data to the County in a format and timeframe mutually agreed upon by the parties.
- **Education and Outreach** – Develop education and marketing information tools for Program promotion. Engage with contractors, industry, economic development and property owner groups to promote Program funding and opportunities for local projects.
- **Database** - Build (or otherwise acquire) database tool to be used for project/property/obligation tracking, reconciliation and reporting.
- **Program Website** – Develop or support website for program information. Potential use for property owner application submission, processing status and payment history; along with contractor information and, as deemed beneficial, registration tools.
- **Call Center** – Maintain adequate staff to provide call center resource information to contractors and property owners for submission of applications, identification of approval and funding status, and ongoing support related to surcharge collection questions.
- **County Annual Report** – Working with County staff, identify relevant Program components for reporting and public relations purposes. Provide annual report of Program results for submission to County as required by the Bill.

(Remainder of Page Intentionally Left Blank)

SECTION D - PERFORMANCE PERIOD**TERM**

The effective date of this Contract begins upon signature by the Director, Department of Finance.

The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a two year period. The Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term 3 times for 1 year each.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA**1. PROCEDURES**

- a. Upon receipt of proposals, the Evaluation Committee will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2. The Evaluation Committee will also review offeror(s) for responsibility.
- b. The Evaluation Committee will make its award recommendation of the highest ranked offeror based on the score for the criterion in Section E.2, and its responsibility determination;
- c. The County may elect to interview any selected finalists prior to making a final selection;
- d. The County reserves the right to cancel the solicitation.

2. EVALUATION CRITERIA**POINTS**

Proposal Evaluation Criteria:

The Evaluation Committee will evaluate the proposals based on the following criteria:

1. Project Origination Plans including marketing, education, outreach/promotion and branding of the program (website, webinars, local meetings, staffed call center, application assistance etc.).	30
2. Cost and Fee Structure for Administration (one-time fee, annual fee, etc.).	25
3. Company and Staff experience with PACE and/or related program administration.	20
4. Regional preference (Washington MSA-based organization).	15
5. Underwriting capabilities relative to property owner/project compliance with Program requirements	5
6. Experience working with multiple organizations on a program and established relationships with Lenders and ESCO's within the Region.	5
Highest possible score for proposal evaluation:	100

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF FINANCE.

Proposal must be submitted in Adobe Acrobat (PDF) electronic format via email to david.crow@montgomerycountymd.gov. The proposal must be clearly marked with the solicitation number, due date, and due time; and should be comprised of only one electronic document in PDF format.

Proposals will be evaluated only on what is submitted. The offeror must submit sufficient information to enable the Evaluation Committee to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number, fax number, and email address.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. Proof of legal name:
 1. Incorporated Entity:
 - W-9
 - Articles of Incorporation and/or Articles of Amendment (NOTE-the name on the W9 **must** match the names listed in the Articles)
 2. Sole Proprietorship:
 - W-9
 - Email or letter from proprietor stating his/her name as shown on his/her social security card

2. PROPOSAL RESPONSES

Please prepare proposal responses according to the categories and information requested in this Section.

Responses should be no more than 20 pages with a minimum 10-point font and with 1 inch margins. A cover letter that does not exceed two (2) pages may be attached to your materials and will not count against the page limit, nor will any appendices containing exhibits, screen shots, resumes, or any included financial verification documentation. Responses to the requested information should be given in the same order provided in this request for proposals and exhibits should include narrative reference and explanation as may be needed to provide context. Respondent should not any exceptions from the stated scope of services.

a. **Program Development and Launch**

- Please discuss your understanding of the Program development phase and qualifications to perform the necessary tasks.
- Provide a detailed task list and timeline for Program development and launch.
- Discuss experience with development of other programmatic-based opportunities. Identify challenges, resolutions and lessons learned.
- Describe experience drafting Program documents that govern operations. The County's intended form of operational document will be a Program Handbook.
- Provide evidence of capacity to build or otherwise acquire database resources capable of processing applications, tracking approval and funding status, tracking surcharges by property and providing reports.
- Discuss capacity to build, acquire or support a website for the Program. How do you anticipate it to be used, what sort of content should be included, who will be responsible for maintenance of site.

b. Project Origination - Program Education and Outreach

- Provide identification of education and outreach tools that will be developed, discuss deployment of resources, outreach targets and marketing strategy.
- Discuss experience in successful promotion of financing programs.
- Discuss experience with energy-related programs, preference given to experience with the adoption and installation of energy technologies in commercial buildings.
- Include examples of related education and outreach materials utilized for other programs.
- Identify staff that will be assigned to education and outreach and their specific qualifications.
- Discuss your preliminary understanding of the Montgomery County PACE market and how you intend to promote the program pre-launch, at launch, and thereafter.

c. Program Operations

- Discuss your vision of program operations at launch and after, three months, six months, one year, and two years. Include number of projects, types of projects, dollar value of projects and pipeline of projects in development.
- Describe your ability to fulfill ongoing administration relative to the scope of services detailed above. Please discuss any amendments to the scope that should be considered and the reason for such amendments.
- Identify your anticipated role and available resources to support obtaining of existing mortgage-holder consent. Provide a template with expected project economics, and requested consent for overall benefit of the property.

d. Project Team / Company Information

- Identify all team members along with their respective roles and responsibilities.
- Provide 3 references for similar or related assignments. For references, identify agency/company, primary contact, address, telephone, e-mail and brief description of work provided. Include the primary contact from your firm.
- Provide link to firm's financial statements; or if privately held, identify firm's structure, principal owners and history.

e. Fees

- Proposed fees as a dollar amount or percentage of the loans originated through the Program. The County does not intend to provide any upfront development funding; all fees will be paid by fees charged to the participating property owners through the annual PACE surcharge. Please list all fees and costs that will be associated with managing the program, including closing costs/fees, ongoing fees, and charges to be added onto the annual surcharge, if any. (all costs associated with performing the PM function should be included.)

3. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

a. Certificate of Insurance (see Mandatory Insurance Requirements) - Attachment B

Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #20 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.

SECTION G – CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of Finance, is the delegated Contracting Officer. Therefore, the Director, Department of Finance, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The Contract Administrator for any contract resulting from this solicitation will be designated in writing by the Department of Finance, Montgomery County, Maryland. Along with the duties and responsibilities outlined in Provision 6, Contract Administration, of the General Conditions of Contract between County and Contractor, the Contract Administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of Finance and to the County Attorney, as appropriate;
7. Approve or reject invoices for payment;
8. Recommend contract modifications or terminations to the Director, Department of Finance;
9. Issue notices to proceed; and
10. Monitor and verify compliance with any MFD Performance Plan.

SECTION H – SPECIAL CONDITIONS

Protection of Personal Information by Government Agencies

Consistent with Maryland State Government Article, Title 10, Subtitle 13, entitled "Protection of Personal Information by Government Agencies," in any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.

Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information.

Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system.

SECTION I - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts.

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

(Remainder of Page Intentionally Left Blank)

ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF
FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF
FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B

MANDATORY INSURANCE REQUIREMENTS

MANDATORY MINIMUM INSURANCE REQUIREMENTS

Program Manager for the PACE (Property Assessed Clean Energy) Administrative, Marketing, Application Processing, Data Management, Operational and Management Services

****Property Owner will Make "Green" Upgrades and then Apply for a Reimbursement Loan through the Program Manager with the County Designated Lender - Repayments are made through a County Surcharge on the Property Taxes* A Loan is Arranged with the Lender then the Program Manager is Responsible for Notifying the County of the Property Surcharge and then Receiving Loan Repayments via the County and Disbursing the Funds to the Lender Fees Generated and Paid at Loan Closing (County does not Contribute)***

Prior to the execution of the contract by the County, Contractor and their subcontractors shall procure and maintain at their own cost and expense until all of their obligations have been discharged, including any warranty periods and all extensions under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants and shall not be construed as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary. Subject to applicable law, the insurance companies providing insurance coverage, as referenced in this agreement, may not limit coverage to their insured, or the County as an additional insured, to stated minimum amount(s) of insurance referenced in this contract/agreement.

Insurance coverage shall be provided through an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. The contractor's insurance shall be primary. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Professional Liability Insurance, in an amount not less than **three million dollars (\$3,000,000)** per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property, network / cyber and privacy risks (including coverage for unauthorized access, failure of security, virus transmission, data damage/destruction/corruption, breach of privacy perils, unintentional or wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services hereby contracted for with Montgomery County, Maryland or on behalf of Montgomery County, Maryland hereunder. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 2 years thereafter for services completed during the term of the agreement.

Crime Insurance / Fidelity Bond, in an amount not less than **one million dollars (\$1,000,000)**.

The bond or policy shall include coverage for all directors, officers, agents and employees of the Program Manager. The bond or policy shall include coverage for third party fidelity and name Montgomery County, Maryland and their clients as loss payee where as their interests may appear.

The bond or policy shall include coverage for extended theft and mysterious disappearance.

The bond or policy shall not contain a condition requiring an arrest and conviction.

Policies shall also include coverage for computer crime/fraud and funds transfer fraud.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Finance / David Crow
101 Monroe Street / 15th fl
Rockville, Maryland 20850

CERTIFICATE OF INSURANCE REVIEW FORM

date: _____

PLEASE REVIEW THE FOLLOWING INFORMATION AND ATTACHMENTS TO THIS FORM FOR (CHECK ONE):

<input type="checkbox"/> PRE-BID REQUIREMENTS	<input type="checkbox"/> CONTRACT REQUIREMENTS
---	--

ATTACHMENTS: (CHECK AS APPROPRIATE)

<input type="checkbox"/>	CERTIFICATE OF INSURANCE				
<input type="checkbox"/>	INSURANCE REQUIREMENTS SPECIFIED IN:	<input type="checkbox"/> RFP	<input type="checkbox"/> IFB	<input type="checkbox"/> CONTRACT	<input type="checkbox"/> AMENDMENT
<input type="checkbox"/>	SPECIFICATIONS/SCOPE OF SERVICES OF THE:	<input type="checkbox"/> RFP	<input type="checkbox"/> IFB	<input type="checkbox"/> CONTRACT	<input type="checkbox"/> AMENDMENT

		CONTRACT VALUE:	0
--	--	-----------------	---

NAME OF CONTRACTOR:	
---------------------	--

SERVICES PROVIDED:	<p><i>Program Manager for PACE (Property Assessed Clean Energy) Administrative, Marketing, Application Processing, Data Management, Operational and Management Services</i> <i>*Property Owner will Make "Green" Upgrades and then Apply for a Reimbursement Loan through the Program Manager with the County Designated Lender - Repayments are made through a County Surcharge on the Property Taxes* A Loan is Arranged with the Lender then the Program Manager is Responsible for Notifying the County of the Property Surcharge and then Receiving Loan Repayments via the County and Disbursing the Funds to the Lender. Fees Generated and Paid at Loan Closing (County does not Contribute)</i></p>
--------------------	--

AGENCY/DIVISION:	Department of Finance, Fiscal Management
------------------	--

CONTRACT MANAGER:	David Crow	PHONE #	FAX:
-------------------	------------	---------	------

Comments: _____

<input checked="" type="checkbox"/> THE ATTACHED SCOPE OF SERVICES REQUIRES THE FOLLOWING INSURANCE COVERAGE:	<input type="checkbox"/> THE ATTACHED CERTIFICATE OF INSURANCE:		
REQUIREMENTS:	MEETS REQUIREMENTS	DOES NOT MEET REQUIREMENTS	RECOMMEND WAIVER
<input type="checkbox"/> WORKERS' COMPENSATION & EMPLOYERS LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY w/ Privacy Cyber \$3,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> NOTICE OF CANCELLATION PER POLICY PROVISIONS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> CRIME / FIDELITY \$1,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PLEASE LIST THE REASON(S) FOR WAIVER, IF APPLICABLE, IN THE COMMENTS SECTION BELOW.

Comments:

PREPARED/APPROVED: WINNIE JORDAN
 INSURANCE SECTION, DIVISION OF RISK MANAGEMENT

date _____